

PART F - DIVISION F1**DETAILED SPECIFICATIONS - SPECIAL CONDITIONS**

1. General: Under the terms of the Contract, the Contractor shall furnish and deliver manpower and material as needed by IPSC during the Contract period beginning with date of award of the Contract, hereinafter called the "Contractual Period."
2. Printed Documents: All printed documents including drawings and instruction books, if applicable, shall be in the English language. All units of measurement shall be in the English foot-pound-second system.
3. Indemnity Clause: The Contractor undertakes and agrees to indemnify, hold harmless, and at the option of the Intermountain Power Agency, defend Intermountain Power Agency, Intermountain Power Service Corporation, Los Angeles Department of Water and Power, and any and all of their boards, officers, agents, representatives, employees, assigns and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to, reasonable attorneys' fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature, including, but not limited to, violations of regulatory law, death, bodily injury or personal injury to any person, including the Contractor's employees and agents, or damage or destruction to any property of either party hereto, or third persons arising out of the work of the Contractor, or resulting from any negligent act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or the Contractor's officers, agents, employees, or subcontractors of any tier, except for the sole negligence of IPA, IPSC, LADWP, or their boards, officers, agents, representatives, or employees.
4. Insurance Requirements: Prior to the start of work, but not later than thirty (30) days after date of the award of Contract, the Contractor shall furnish IPSC evidence of coverage from insurers acceptable to IPSC and in a form acceptable to the Insurance Analyst for IPSC. Such insurance shall be maintained by the Contractor and at the Contractor's sole cost and expense.

Such insurance shall be provided for the obligations of the Contractor assumed under the Contract. IPA, IPSC, or LADWP will not, by reason of its inclusion under these policies, incur liability to the insurance carrier for payment of premium for these policies.

Any insurance carried by IPA, IPSC, or LADWP which may be applicable will be deemed to be excess insurance and the Contractor's insurance is primary for all purposes despite any conflicting provision in the Contractor's policies to the contrary.

Should any portion of the required insurance be on a "Claims Made" policy, the Contractor shall, at the policy expiration date following completion of the work, provide evidence that the "Claims Made" policy has been renewed or replaced with the same limits and terms and conditions of the expiring policy, or that an extended discovery period has been purchased on the expiring policy at least for the Contract under which the work was performed.

Failure to maintain and provide acceptable evidence of the required insurance for the required period of coverage shall constitute a breach of Contract, upon which the Contract may be terminated or suspended.